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Pamphlet 690-7

Civilian Personnel

Administering the Labor Agreement Manager Development Series Leaders Guide

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SUMMARY of CHANGE

DA PAM 690-7
Administering the Labor Agreement
Manager Development Series Leaders Guide

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RESERVED

FOREWORD

This guide reflects the combined thinking and experience of many subject matter specialists and technicians, both field and departmental. Its purpose is to facilitate both the preparation for and presentation of a course in administering local labor agreements. The guide contains certain selected and approved training techniques and approaches but, at the same time, provides for the use of local adaptations and staff member ingenuity.

When used in this publication the words “he,” “his,” and “him” represent both male and female, unless the context in which they are used indicates otherwise.

Civilian Personnel

Administering the Labor Agreement
Manager Development Series Leaders Guide

By Order of the Secretary of the Army:

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organized to make it compatible with the Army electronic publishing database. No content has been changed.

Summary. Not Applicable.

Applicability. Not Applicable.

Proponent and exception authority. The proponent agency of this pamphlet of this pamphlet is the Office of the Deputy Chief of Staff for Personnel.

Interim changes. Interim changes to this pamphlet are not official unless they are authenticated by The Adjutant General. Users will destroy interim changes on their expiration dates unless sooner superseded or rescinded.

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Contents (Listed by paragraph and page number)

Section

INTRODUCTION, page 1

Format., page 1

Section

COURSE INFORMATION, page 1

Background. • 1, *page 1*

Objectives of the Course. • 2, *page 1*

For Whom Intended. • 3, *page 1*

Scope and Design. • 4, *page 1*

Methodology. • 5, *page 2*

Section

COURSE ADMINISTRATION, page 2

Size of Classes. • 1, *page 2*

Staff. • 2, *page 3*

Facilities. • 3, *page 3*

Logistical Needs. • 4, *page 3*

Handouts. • 5, *page 3*

Preparation of Participants. • 6, *page 3*

Section

COURSE OUTLINE, page 3

*This pamphlet supersedes CPP 45-M-3, 10 August 1971.

Contents—Continued

Section

SESSION ACTIVITIES, page 5

First Session—OVERVIEW OF THE FEDERAL LABOR-MANAGEMENT RELATIONS PROGRAM, page 5

Section

Second Session—UNDERSTANDING THE CONTRACT, page 6

Objectives for the Session, page 6

Staff., page 6

Advance Preparation., page 6

Activity for the Session., page 6

Assignment for Third Session., page 6

Section

Third Session—ROLE OF MANAGEMENT, page 7

Objective for the Session., page 7

Staff., page 7

Advance Preparation., page 7

Activity for the Session., page 7

Assignment for Fourth Session., page 7

Section

Fourth Session—ROLE OF THE UNION, page 7

Objectives for the Session., page 7

Staff., page 7

Advance Preparation., page 7

Activity for the Session., page 7

Assignment for Fifth Session., page 8

Section

Fifth Session—EVALUATING EXPERIENCE WITH THE CONTRACT, page 8

Objectives for the Session., page 8

Staff., page 8

Advance Preparation., page 8

Activities for the Session., page 8

Appendixes

A. INTRODUCTORY REMARKS BY CPO SUGGESTED OUTLINE, page 9

B. REMARKS BY COMMANDING OFFICER SUGGESTED OUTLINE, page 9

C. EXERCISE 1—THE NEGOTIATED GRIEVANCE PROCEDURE (NGP), page 10

D. EXERCISE 2—LABOR PRACTICES (ULP), page 14

Table List

Table 1: Session One OVERVIEW OF THE FEDERAL LABOR-MANAGEMENT RELATIONS PROGRAM,
page 4

Table 2: Session Two UNDERSTANDING THE CONTRACT, *page 4*

Table 3: Session Three ROLE OF MANAGEMENT, *page 4*

Table 4: Session Four ROLE OF THE UNION, *page 5*

Table 5: Session Five EVALUATING EXPERIENCE WITH THE CONTRACT, *page 5*

Section INTRODUCTION Format.

This guide has been organized into major categories and sequences of activity as revealed by the Table of Contents. In addition, the following information should be of assistance to the user:

- a. Session activities.* Each of the five sessions is discussed in a separate activity sheet which outlines the following:
 - (1) The subject matter topic.
 - (2) Objectives for the session.
 - (3) Staff.
 - (4) Advance preparation by participants and staff.
 - (5) Outline of the session activities.
 - (6) Assignments for the next session.
- b. Appendixes.* Appendixes A and B contain suggested lecture outlines for the introductory remarks by the civilian personnel officer and the keynote lecture by the commanding officer or his representative. In addition, appendixes C and D contain exercises which may be used in work groups for discussion purposes or for individual study and completion.
- c. Items not included.* This leader's guide provides basic material for local adaptation. Accordingly, some of the items required for the course not included as part of the guide, are as follows:
 - (1) *Lectures.* An outline of general points to be covered in the lectures that are scheduled for the first session is included in appendix A. Lectures for other sessions are not included and should be tailored after appropriate chapters of DA Pam 690-30, Administering the Labor Agreement. The approach, content, and emphasis in these lectures must be geared to each local situation in order to be meaningful. In addition, they should be amended and expanded as appropriate to reflect changing conditions and relationships with local union organizations.
 - (2) *Labor agreements.* The agreement used in the course must be the local contract that the participants work with and have a need to understand. Some installations have complex agreements while others have short, simple ones; each installation must use its own in order for the training to be meaningful.
 - (3) *Outside reading assignments.* DA Pam 690-30, is the textbook for this course and the reading assignments are in this pamphlet. The pamphlet is available through normal publications channels and should be furnished all participants.
 - (4) *Case studies.* Case studies should be locally developed to reflect your situations and problems. Exercises on the negotiated grievance procedure and unfair labor practices are, however, provided.

Section COURSE INFORMATION

1. Background.

This course was planned and organized to provide guidance in the administration of negotiated agreements within the spirit and intent of the Federal labor-management relations program as implemented in the Department of the Army. It is an integral part of a comprehensive program to train and develop local managers and supervisors in all aspects of labor-management relations. The basic text for this course is DA Pam 690-30, Administering the Labor Agreement.

2. Objectives of the Course.

Objectives of this Department of the Army course on Administering the Labor Agreement are to—

- a.* Encourage meaningful relationships between management and unions and union representatives who represent Department of the Army employees.
- b.* Help assure the prudent and effective administration of local labor-management agreements through improved understanding of—
 - (1) Department of the Army policy and philosophy on relationships with labor organizations.
 - (2) The content and meaning of each provision in the local agreements.
 - (3) The respective roles of union and management officials.
 - (4) The importance of evaluating experience under negotiated agreements.

3. For Whom Intended.

This course is designed mainly for first-line supervisors and middle managers who are now or will be involved in the day to day administration of labor agreements. Higher level members of management can also benefit from this training, especially if they have not been intimately involved in the original negotiations. However, first and second level supervisors will probably derive the greatest benefit and make up the majority of attendees in most courses.

4. Scope and Design.

- a.* The course is devoted primarily to general concepts and principles that underlie union-management relationships

involved in administering a negotiated agreement. Throughout the course, the emphasis is on understanding the agreement and the respective roles of management and the union in cooperatively and profitably administering the agreement.

b. The course itself will be variable in length depending on each local situation, complexity of the local agreement, and previous training received by supervisors. Under ordinary conditions it should be completed in ten hours or less. This course provides for five sessions with a flexible time schedule for each session. The second session, which involves a detailed review of the negotiated agreement, is the most important session and will probably require more time than any of the other four sessions. In exceptional circumstances (e.g., a “boiler plate” agreement covering a small unit), the entire course could conceivably be presented in a single day. To be most effective it is recommended that the five sessions be scheduled on consecutive days but conditions may require that it be given intermittently; however, all sessions should be completed within a one-month period.

c. In any case, it will be a locally developed course built around the local agreement and developed in light of the local operating situation. Each session is keyed to subjects covered in specific chapters of DA Pam 690-30. For this reason, sessions have been divided into the following subject matter topics:

First Session: Overview of the Federal Labor–Management Relations Program

Second Session: Understanding the Contract

Third Session: Role of Management

Fourth Session: Role of the Union

Fifth Session: Evaluating Experience with the Contract

5. Methodology.

The learning activities in which the participants will be engaged can be grouped into the following categories:

a. Lecture. The lectures in this course may be patterned after the material covered in DA Pam 690-30, but should not be taken verbatim from the pamphlet since it serves as the text for the course. The information provided should be geared to local situations, conditions, and experience, particularly with respect to analysis and interpretation of the local contract. Information on Army philosophy regarding contract administration is provided in the pamphlet.

The lectures should be given by key military and civilian officials at the installation who understand the content of the labor agreement, the unit covered by the contract, and who are familiar with the installation’s policy concerning labor-management relations. Except for the keynote address, the lectures should be followed by question and answer periods.

b. Conferences and work groups. Participants are provided the opportunity to confer in work groups of differing sizes. Participants should be rotated among the various work groups to assure that each benefits from the ideas and opinions of as many of the other participants as possible. Emphasis in these work group activities is on working toward clarification and understanding of the philosophy of labor-management relations, the local policy with regard to the role of management and the union, and the local agreement under which both parties must live.

c. Exercises. The exercises on the Negotiated Grievance Procedure and the Unfair Labor Practices serve to support other learning activities. In addition to the broad discussion group objectives, this technique also serves the purposes of either setting the stage for a particular lecture which follows or to draw out possible meanings from previous lectures. The exercises are also used for the purpose of generating insights into the attitudinal aspects of a situation or problem, improving problem identification, observation, problem-solving and other skills practices.

d. Role playing. This method may be used during a case study. If correctly used, it can be an effective learning technique for the student because it adds a touch of realism and gives the participant practical exercise.

e. Homework reading assignments. The participants should read and study the assigned material in DA Pam 690-30 and the local agreement in order to prepare themselves for intelligent and productive discussions.

f. Film. The following films are available and may be used in the course where appropriate in accordance with local needs:

Title

(1) The Rise of Labor, MF 61-5885

(2) Arbitration—The Truth of the Matter (conducted in an actual arbitration setting)

How to obtain

Normal Army film procurement channels (i.e., audio visual support centers)

Available at CIVPERCEN Field Office locations

Section

COURSE ADMINISTRATION

1. Size of Classes.

Class size should range between a minimum of 15 and a maximum of 30 students, except in cases where there is a small bargaining unit with fewer than 15 supervisory personnel. The small size is dictated by the fact that the basic learning which will take place will come from small group discussions on contract content and problems encountered. Groups which are too large will tend to inhibit free discussion, be confusing to the participants, reduce participation of the individual and, generally, create a less favorable learning environment.

2. Staff.

The course director should be either a labor relations specialist from the Civilian Personnel Office or an influential management official who occupies a key position in the organization where the union has recognition.

Proper administration of the course requires a sufficient number of key officials to serve as discussion group leaders and an experienced trainer to effectively monitor and guide the activities of each session. Although ability to present ideas is desirable, major consideration should be given to assuring that discussion group leaders understand the contract and the problems and conditions arising from the union-management relationship at the local level. These officials should also be well acquainted with the mission, organizational structure, and operating procedures of the organizations where the union has recognition.

Three panel members are required for the second session. These officials must be knowledgeable of the labor-management situation at the installation and they must thoroughly understand and be able to interpret the provisions of the agreement. At least one panelist must have been involved in the negotiation of the contract.

A knowledgeable and articulate union official can provide meaningful assistance in the discussion of the role of the union at the fourth session. A management official should also be available to give management's view of the union role.

The Civilian Personnel Officer or the course director should summarize and close the training at the end of the last session.

3. Facilities.

The program requires one large meeting room suitable for lectures and discussion-type activities for the total group. Additional rooms will be needed for the small discussion groups. The latter rooms should have a conference table arrangement and each should be equipped with a blackboard or suitable substitute.

4. Logistical Needs.

Most of the materials required for conducting this course are available locally. The text, DA Pam 690-30, Administering the Labor Agreement, should be requisitioned through normal publications channels sufficiently in advance of the course to have the pamphlets in the hands of the participants at least one week before the course begins.

5. Handouts.

No completed handouts, as such, are provided for this course. The course director is encouraged to develop and prepare cases and handouts, based on local experiences.

6. Preparation of Participants.

A letter (or other appropriate individual communication) should be forwarded through channels to each person selected to attend the course and, in addition to the usual information regarding time, place, etc., the notice should also encourage the individual to read and become thoroughly familiar with the text for the course, DA Pam 690-30, and the local contract. Copies of each should be attached and should reach the student at least one week before the course begins.

Section

COURSE OUTLINE

This outline is only a suggested agenda. The omission of time specifications for each activity is deliberate since the training task to be accomplished and time available will dictate adjustments in the course. Generally, more time will be required for the session on "Understanding the Contract" than for any of the others. Completion of the course will usually take 10 hours or less but in situations where little previous training is provided, where it is a first agreement or where the local agreement is particularly complex, additional time may be required. Similarly, where there is an harmonious labor-management relationship and a "boiler plate" contract, less than 10 hours may be required.

Table 1**Session One OVERVIEW OF THE FEDERAL LABOR-MANAGEMENT RELATIONS PROGRAM**

Objective	Staff	Activity for the session	Next session assignment
1. To introduce the course, its objectives and format.	Course Director...	1. CPO welcomes students and outlines overall objectives of the course.	1. Read and study local negotiated contract.
2. To promote local understanding and support of the Army's philosophy concerning administration of negotiated union agreements.	One Group Leader for each discussion group.	2. Course Director discusses format and schedule of course, including use of DA Pam 690-30, and outlines objectives for first session. 3. CO delivers keynote speech. 4. Course Director divides the class into small groups of 5-7 students to discuss message of lecture by CO. 5. Reassembles entire class and each group reports. 6. Course Director summarizes session and clarifies any apparent differences of understanding.	2. Read and study chapter 2, DA Pam 690-30.

Table 2**Session Two UNDERSTANDING THE CONTRACT**

Objective	Staff	Activity for the session	Next session assignment
1. To assist students to understand the local contract.	Course Director.....	1. Course Director informs students of session objectives and presents panel members.	1. Read and study chapter 3, DA Pam 690-30.
2. To help students relate contract understanding to their specific jobs.	Three key management officials who fully understand the contract.	2. Panel reviews entire contract in general with specific attention to articles having "history." 3. Question and answer period.	2. Read and study case for third session.

Table 3**Session Three ROLE OF MANAGEMENT**

Objective	Staff	Activity for the session	Next session assignment
1. To better understand management's role in labor-managements relationship.	Course Director.....	1. Course Director outlines objectives of the session.	1. Read and study chapter 4, DA Pam 690-30.
2. Emphasize particularly management's responsibility to inform, consult, bargain, etc. before taking action.	Key Management Official. One group leader for each discussion group.	2. Introduce Management speaker. 3. Key official delivers lecture on role of management. 4. Course Director divides class into groups of 5-7 students for case study and discussion. 5. Reassembles and receives group reports. 6. Question and answer period.	Read and study case for fourth session.

Table 4
Session Four ROLE OF THE UNION

Objective	Staff	Activity for the session	Next session assignment
1. To develop an appreciation for and understanding of the role of the union.	Course Director.....	1. Course Director outlines objectives of the session.	1. Read and study chapters 5 and 6, DA Pam 690-30.
2. To better understand the role of the steward and what the steward understands his/her role to be.	Local union official and/or steward.	2. Introduces union speaker who discusses role of the union.	
	Key management official.	3. Introduces management official who discusses the role of the union as seen by management. 4. Question and answer period with union and management officials as panel. 5. Course Director divides class into groups of 5-7 students for case study and discussion. 6. Reassembles and receives group reports. 7. Question and answer period.	

Table 5
Session Five EVALUATING EXPERIENCE WITH THE CONTRACT

Objective	Staff	Activity for the session	Next session assignment
1. To encourage continuous evaluation of the contractual relationship.	Course Director.....	1. Course Director outlines objectives of the session.	
2. To challenge students and encourage them to apply what they have learned to their actual work situation.	CPO or chief negotiator for management.	2. Introduces speaker (Chief management negotiator, CPO, or other appropriate official) who delivers lecture on evaluating experience with the agreement. 3. Question and answer period.	
3. To summarize, award completion certificates and close out the course.		4. Course Director summarizes the course. 5. CO or CPO awards completion certificates. 6. Course Director closes out the course.	

Section

SESSION ACTIVITIES

First Session—OVERVIEW OF THE FEDERAL LABOR-MANAGEMENT RELATIONS PROGRAM

Objectives for the Session. (1) To introduce the course, its objectives and format.

(2) To promote local understanding and support of Army philosophy concerning administration of negotiated labor agreements.

Staff. Course Director and discussion group leaders.

Advance Preparation. Read and study chapter 1 of DA Pam 690-30.

The Civilian Personnel Officer should welcome the participants “unofficially” to the course and outline overall objectives of course. The introductory remarks for the CPO should be based on points similar to those discussed in chapter 1, DA Pam 690-30 to fit your installation. A suggested outline is in appendix A. The Commanding Officer or his designated representative should deliver the keynote lecture. Prepare a lecture, to be delivered by the CO, concerning today’s environment for labor relations, the need for affirmative willingness to deal with the union, and that labor relations is not a separate item but an integral part of the total personnel management program. Emphasis should be placed on subjects appropriate to the local situation. A suggested outline of the CO’s speech is in appendix B.

Activity for the Session. (1) Welcome and introductory remarks by CPO.

(2) The Course Director should discuss the format, methodology, and the schedule for the entire program and the objectives for this first session.

(3) Keynote Speech—Commanding Officer.

(4) Brief break.

(5) Small discussion groups—Break the class into small groups and have them discuss among themselves—What was the message in the lecture? What is the CO's philosophy? What challenges do you foresee in striving to meet the CO's expectations in this matter? How do you assess the impact on you in your present position? Have each group designate a spokesman to summarize the group response to these questions.

(6) Reassemble the entire class and have each spokesman report to the total group.

(7) Summary of the session and clarification of differences in understanding (Course Director).

Assignment for Second Session 1. Review and study the negotiated agreement.

2. Read and study chapter 2, DA Pam 690-30.

Section

Second Session—UNDERSTANDING THE CONTRACT

Objectives for the Session

1. To assist the participants in gaining a greater knowledge and understanding of the local agreement.

2. To help participants apply their knowledge and understanding of the agreement to the specific job of managing employees.

Staff. The staff should include three key officials, with at least one official having been involved in the negotiation of the agreement, who are knowledgeable of all of its provisions. These officials should be able to discuss any compromises arrived at during negotiations and should be able to thoroughly explain how and why agreement was finally reached on each provision. They will be used as panel members for the purpose of discussing the agreement in detail to insure complete understanding. They must possess the authority to interpret the various clauses and explain the impact that the contract could have on both employees and management.

Advance Preparation. Staff and participants—Review and study the local labor agreement. Read and study chapter 2, DA Pam 690-30.

Activity for the Session. (This session is extremely important and will take more time than any of the other sessions.)

1. Inform the class of the session objectives.

2. Present the panel members.

3. Review of the agreement. This session calls for cooperation, teamwork and maximum ingenuity on the part of the panelists who lead it. Some potential learning hazards involved are boredom resulting from repetitious methodology, overemphasis on what the participants may consider to be the obvious, and unnecessarily slow pacing. On the other hand, there is the ever-present danger of inadvertent (sometimes deliberate) misinterpretation of words, incorrect assumptions, and unjustified belief that "This can't or won't happen in my shop." It is imperative therefore, that the panel members do some careful planning well in advance of the session to separate the truly critical items from the less critical and spend the bulk of their time on the important issues. As "the experts," they should keep the following suggestions in mind:

(a) Allow liberal, but not excessive time for questions and for discussion of doubtful items until there is evidence of full understanding by the participants. This may require only a few minutes for a simple clause, but an hour or two for more critical or ambiguous passages. Further implications and suggestions on timing are set forth under e below.,

(b) Sometimes it helps to have a group member provide his explanation or interpretation for the group as to how he perceives a particular provision or passage in the contract.

(c) If there is a difference of understanding among the participants concerning what the language is intended to convey, or if it appears that the group is reaching an erroneous conclusion, a panel member should intervene and supply the correct interpretation of the article or passage under discussion.

(d) The panel members should endeavor to share with the participants some "inside dope" by relating, for example, what it was that the union officials said they wanted during the actual negotiating sessions, why they wanted it, and why the article was couched in the particular language chosen. This may be followed by an expression of insights concerning potential abuses which management anticipates on the part of either or both union and management.

(e) Session two may be divided into several periods of assembly varying in length from 2 to 3 hours, and held on different days. It is intended that the timing on this part of the course be very flexible and dependent upon the local situation as well as the length and complexity of the negotiated agreement. Some contracts may be quite short and simple, and contain only the minimum required provisions ("boiler plate"). Conceivably, a boiler plate type of contract could be completely covered in a single assembly period of 2 hours or less. On the other hand, the most complicated and lengthy contracts will require extensive review and discussion. Review under these circumstances may be scheduled in a variety of ways depending upon the local situation—for example: a series of 2 to 3-hour meetings daily over a period of 1 to 2 weeks; meetings every other day over a longer period; or continuous meetings. In no instance should a meeting continue beyond 2 hours without an intervening break or lunch period. To repeat, DO NOT MOVE

ON UNTIL YOU ARE SURE THAT THE PARTICIPANTS UNDERSTAND WHAT THE CONTRACT IS INTENDED TO SAY AND HOW IT SHOULD BE APPLIED.

4. Summarize the session.

Assignment for Third Session. 1. Read and study chapter 3, DA Pam 690-30.

2. Read and study the case assigned for session three. (Handout case study.)

Section

Third Session—ROLE OF MANAGEMENT

Objective for the Session.

To assist participants in attaining a greater insight into the role of management, its rights and its obligations in the labor-management relationship, with particular emphasis on management's responsibility to inform and consult. Staff.

This session requires a key member of the top management team, preferably one who can speak from experience on the local labor-management relationship. This session will also require discussion leaders to help conduct productive case discussion with small groups.

Advance Preparation.

Prepare a lecture based on the role of local management in the labor-management relationship. The lecture should illustrate principles described in chapter 3, DA Pam 690-30. A case study could be developed involving failure or alleged failure to negotiate with the union based upon a real or imaginary situation at your local installation. This would help set the stage for meaningful discussion. The case should be distributed to the students at the close of the second session.

Activity for the Session.

1. Introduce speaker.

2. Lecture—Role of Management.

3. Question and answer period.

4. Brief break.

5. Case study—Divide the entire group into smaller units. Five to seven people for each group are ideal for case work. Have the group designate a spokesman to summarize the group discussion of such questions as: What are management's rights? When is management obligated to negotiate? What is impact and implementation negotiations?

6. Reassemble the groups and have each spokesman report the highlights of his group's discussion.

7. Summarize the session.

Assignment for Fourth Session. 1. Read and study chapter 4, DA Pam 690-30.

2. Read and study the case assigned for session four. (Handout case study.)

Section

Fourth Session—ROLE OF THE UNION

Objectives for the Session.

1. To assist the participants to develop an understanding of and appreciation for the role of the union in the day-to-day labor-management relationship.

2. To help the participants to recognize and better understand the role of the union steward and what the stewards envision their duties and responsibilities to be.

Staff. If possible, a union official and/or the chief steward should be invited to discuss the role of the union. The union representative should give the group the union's point of view and be able to answer questions for the union. In addition, a management official should describe the role of the union as seen from the management side. This dual presentation should not only help clarify the steward's responsibilities but, also, the local ground rules under which the stewards will operate. This session also requires group leaders for the case discussion.

Advance Preparation. A lecture should be developed covering the basic concepts of the union role as discussed in chapter 4, DA Pam 690-30. The lecture should provide a brief look at the role of the union steward from management's viewpoint. It should emphasize that the steward has an important and legitimate role in the labor relations program. The concept of dual allegiance of the steward to the installation and the union should also be discussed. Prior to this session students should read, if available, the Steward's Manual of the union which is a party to their agreement. A case study should be developed which stresses the role of the union steward.

Activity for the Session. 1. Introduce speaker(s).

2. Presentations—Role of the Steward.

(a) Union representative.

(b) Management representative.

(c) Question and answer period.

3. Brief break

4. Case study—Divide the class into work groups. Have participants discuss the roles involved in the case and elect a spokesman to summarize the group's opinions on such questions as: What are union stewards and what are their responsibilities? What part do they play in the labor-management relationship? How should a supervisor look upon and deal with the role of the steward? What authority does a steward have to act? In the case, how should the incident have been handled by the supervisor (s)?

5. After the groups have had sufficient time to discuss the case, assemble all the participants and have the group spokesmen present their reports.

6. Summarize the session.

Assignment for Fifth Session. Read and study chapters 5 and 6, DA Pam 690-30.

Section

Fifth Session—EVALUATING EXPERIENCE WITH THE CONTRACT

Objectives for the Session.

1. Encourage the participants to continuously evaluate their experience with the labor agreement.
2. To challenge and encourage the participants to apply what they have learned to their actual work situation.
3. To summarize, award training certificates, and close out the course.

Staff. The chief negotiator for management would be in a good position to deliver the lecture on evaluation. That person would be familiar with the problems encountered in past negotiations and should know what improvements will be sought in future negotiations. On the other hand, it may be more appropriate for the CPO to give the lecture since the CPO is more familiar with policies affecting employees, problem cases and their causes, and the use and purpose of evaluation. Either the Commanding Officer or the Civilian Personnel Officer should award the completion certificates to the participants.

Advance Preparation. A lecture built around the importance of evaluating experiences in administering the labor agreement should be developed. It should include basic concepts of evaluation, such as, who does it, what to look for, how to collect and record information, how to use and interpret the findings, and how to communicate results to higher management levels. The basic message is outlined in chapter 5, DA Pam 690-30. The Course Director should also be prepared to summarize the entire course. Chapter 6, DA Pam 690-30 may be used as a guide for this purpose. Prepare completion certificates to give the participants. Prepare a Record of Training for the student's personnel file.

Activities for the Session. 1. Introduce the speaker.

2. Lecture—Evaluating Experience Under the Contract.
3. Question and answer period.
4. Brief break.
5. Summary of the whole course.
6. Award completion certificates.
7. END.

Appendix A

INTRODUCTORY REMARKS BY CPO SUGGESTED OUTLINE

Welcome and Introductory Remarks.

Brief Labor Management History:

- Prior to EO 10988
- Since EO 10988 (review requirements and experiences)
- Since EO 11491 (review requirements and experiences)
- Since Title VII of PL 95-454 (review requirements and experiences)

Statistics on Labor Relations Program:

- DA-wide
- Command-wide
- At local installation

Impact of the Labor Relations Program:

- At the national level
- Lobbying in Congress
- Consultation with agency headquarters
- On the local program
- Responsibility to negotiate
- Managements' rights
- Nonreluctant critics
- Role of the supervisor
- Role of the CPO

Overall objectives of the Course.

Appendix B

REMARKS BY COMMANDING OFFICER SUGGESTED OUTLINE

This outline should be expanded and modified to meet the local situation.

Introductory Remarks.

Refer to statistics in talk by CPO in previous session. With this degree of vested interest in their membership, unions are here to stay.

Employee participation in developing personnel policies can be useful to management. Experience in Army since 1962 has proven this statement. The unions have been effective in their role as nonreluctant critics and have provided a reliable sounding board for proposed personnel policies and practices. Employees are better informed and managers are more aware of the problems and working conditions affecting employees.

Point up the total environment for organizing (union or otherwise) in today's world.

DA stresses informality in relationships:

- Creates better understanding
- Formality is expensive (letters, memoranda, etc.)
- Helps achieve goal of "efficient administration of the Government"

Comments regarding local labor-management relationships.

If local management believes in the objectives of the program, then it is much more likely that the objectives will be attained.

Management sometimes gets the type of union and union leadership it deserves. It's up to us to make it work.

Appendix C

EXERCISE 1—THE NEGOTIATED GRIEVANCE PROCEDURE (NGP)

Section

Discussion:

Each collective bargaining agreement in the Federal Government must have a negotiated grievance procedure. Each negotiated grievance procedure

- must provide for binding arbitration as the last step of the procedure.
- must be fair and simple.
- limits unit employees to union representation, self-representation, or union approved representation.
- is the only grievance procedure available to employees for matters within its scope except as specified in 5 U.S.C. 7121. —does not apply to employees excluded from the bargaining unit, such as supervisors and managers, since the contract does not apply to them.

Questions:

A bargaining unit employee under your supervision tells you that he wishes to file a grievance and be represented by his attorney. The employee does not want the union involved and has not discussed the topic with the union. The subject of the employee's complaint is unsafe working conditions in his workshop—a topic clearly covered by the negotiated grievance procedure.

1. Would you direct the employee to use the negotiated grievance procedure?
 - A. No, I would tell the employee to use the agency grievance procedure because the negotiated procedure would not allow the attorney to represent the employee.
 - B. Yes, the employee must use the negotiated grievance procedure.
 - C. I would tell the employee he can use either the agency procedure or the negotiated procedure but that his attorney could not represent him in the negotiated procedure.
2. Would you let the attorney represent the employee in pursuing a grievance under the negotiated procedure?
 - A. Yes, because the employee is entitled to the best representation he can get.
 - B. No, because an employee must represent himself when filing a personal grievance under the negotiated procedure.
 - C. No, because an employee is entitled only to union representation or self-representation unless the union approves another representative.
3. If a supervisor wanted to file a grievance under the negotiated procedure, would you accept the grievance?
 - A. No, because supervisors are not in the bargaining unit.
 - B. Yes, because 5 U.S.C. Chapter 71 applies to all Federal employees.
 - C. Yes, because all employees should be treated equally.

Discussion: The subjects which can be grieved under the NGP are generally negotiated between labor and management. However, there are some topics which cannot be grieved under a NGP. These are

- alleged violations of the Hatch Act;
- problems concerning retirement, life insurance, or health insurance; suspension or removal for reasons of national security; —any examination, certification, or appointment;
- the classification of any position which does not result in the reduction of the grade or pay of an employee.

Questions: 4. A bargaining unit employee under your supervision was recently the subject of a classification action. It was determined that the employee was working in the wrong job series. Therefore, he was changed from a classification as a machinist to a lathe operator. Although he retains the same pay and grade, the employee wants to file a grievance because he believes the action will limit his opportunity to be promoted in the future. Which system should the employee use to challenge this action?

- A. The classification appeal procedure.

B. The negotiated grievance procedure.

C. The employee has a choice of using the negotiated grievance procedure or the classification appeal procedure.

5. As a member of the management negotiating team, you have received the union proposals for a new collective bargaining agreement. The union has proposed that the NGP cover any subject which an employee wishes to grieve. How would you respond to the union's proposal?

A. I would tell the union that while the proposal was within the limitations of 5 U.S.C. Chapter 71, I would not agree to it.

B. I would tell the union that under the law the employee must have a choice of using the NGP or a statutory appeal procedure on such issues as alleged Hatch Act violations.

C. I would tell the union the proposal conflicts with the requirements of 5 U.S.C. Chapter 71.

6. As a member of the management negotiating team, the union submits to you a proposal that the NGP be restricted to the interpretation and application of the agreement. The union also proposes to exclude from the coverage of the NGP those topics which are required by the law to be excluded. How would you respond to the union?

A. I would tell the union that the coverage of the NGP is dictated by 5 U.S.C. Chapter 71 and it is not open to discussion.

B. I would tell the union that the NGP must be as broad as possible, as required by the law, and that the proposal was therefore not a legal one.

C. I would tell the union that the proposal was proper and that the agency would consider it.

Discussion: A statutory appeal procedure is a procedure provided for employees by law. Such items as adverse action appeals, equal employment opportunity appeals, and classification appeals are covered by a statutory appeal procedure. Several points are important regarding statutory appeal procedures and their relationship with a negotiated grievance procedure:

—the subject of a statutory appeal procedure may also be covered by a negotiated grievance procedure.

—in general, the negotiated grievance procedure is the only procedure bargaining unit employees can use when the subject is within the scope of the negotiated procedure;

—an arbitrator is the final deciding official on any grievance filed under the NGP if arbitration is invoked by management or the union.

Questions: 7. You are the final deciding official in the agency on a grievance filed under the NGP by a bargaining unit employee who was suspended from his job for 45 days. Your decision was that the suspension was justified and should stand. The employee wishes to appeal the decision. What should you tell the employee?

A. The employee must now appeal to the US Court of Appeals if he disagrees with the decision.

B. The union may now refer the employee's grievance to an arbitrator for a final decision.

C. The employee must not use the statutory appeal procedure if he wishes to pursue the case.

8. A union officer representing an employee under your supervision recently presented a written grievance to you on behalf of the employee for processing under the NGP. Your decision was unfavorable and the union officer is unhappy. He informs you that since the subject of the grievance is also covered by a statutory appeal procedure, he now wishes to file a complaint under that procedure instead of pursuing the grievance any further. How would you respond to the union officer?

A. I would tell him that the employee has the right to use either the NGP or the statutory procedure.

B. I would tell him that since the subject of the grievance is covered by the NGP, he cannot elect to use the statutory procedure.

C. I would advise him to use both the NGP and the statutory procedure at the same time.

9. You recently withheld an employee's within-grade increase. An action of this nature is covered by a statutory appeal procedure but the parties have agreed that this subject is within the scope of the negotiated grievance procedure. The employee wishes to contest the decision. What avenue of appeal must the employee use?

A. The statutory appeal procedure.

B. The negotiated grievance procedure.

C. The employee has the option of using the negotiated procedure or the statutory procedure.

D. The union will determine which route the employee will take.

10. Labor and management have just negotiated a new collective bargaining agreement. The parties agreed to limit the scope of the negotiated grievance procedure to subjects which are not covered by a statutory appeal procedure. What options does an employee now have when he or she has complained on a subject which is covered by a statutory appeal procedure.

A. 5 U.S.C. Chapter 71 mandates that an employee must have an option of using either the statutory procedure or the negotiated grievance procedure.

B. 5 U.S.C. Chapter 71 mandates that the employee must use the applicable statutory appeal procedure.

C. Because of the limited scope of the NGP, an employee cannot use the negotiated procedure for a matter covered by a statutory appeal procedure.

Discussion: As stated previously, an employee ordinarily must use the negotiated grievance procedure when the subject is within the scope of the negotiated procedure, even when the subject is also covered by a statutory appeal procedure. There are three subjects which are exceptions to this rule

- discrimination complaints;
- removal, suspension for more than 14 days, a reduction in grade, a reduction in pay, furlough of 30 days or less;
- removal or reduction in grade based on unacceptable performance;

For these three subjects, an employee may use either the negotiated grievance procedure or the statutory appeal procedure as long as the scope of the negotiated procedure includes coverage of these three topics.

Questions: 11. An employee under your supervision is in the bargaining unit and the NGP covers statutory appeal procedures. The employee believes that he has been assigned work that is less desirable than other employees in the office have received. The employee believes this has occurred because of his race. What should the employee do?

- A. The employee has a choice of filing a grievance under the NGP or under the Equal Employment Opportunity complaint procedure.
- B. The NGP is the exclusive procedure available to the employee and he must use that procedure.
- C. The employee must use the statutory procedure unless the union gives him permission to use the NGP.

12. Dorothy Jacobs, a Federal supervisor, has just issued a decision to remove an employee. The NGP does not extend to removal of an employee. What avenue of appeal does the employee have from Jacobs' action?

- A. The employee must use the NGP.
- B. The employee has an option of using either NGP or the statutory appeal procedure.
- C. The employee must use the statutory procedure.
- D. Dorothy Jacobs must determine for the employee what avenues of appeal are available.

Discussion: All negotiated grievance procedures must provide for binding arbitration. The Arbitrator

- is selected according to the provisions of the agreement;
- is paid according to the provisions of the agreement;
- issues a decision binding upon both management and the union;
- decides whether an issue in dispute is covered by the negotiated grievance procedure.

Questions: 13. In negotiations for a new contract, the union proposes that the agency pay for all arbitration expenses. Is this provision allowed under 5 USC Chapter 71?

- A. No, the parties must pay all expenses equally.
- B. No, the arbitrator must decide who pays the arbitration expenses.
- C. Yes, the agency is obligated to pay for all expenses.
- D. Yes, the provision is proper. However, management does not have to agree to the proposal and normally would not agree to it.

14. Linda Mazor, one of your employees, filed a grievance under the negotiated procedure. The agency denied the grievance at each step of the procedure on the grounds that the subject of the grievance was not covered by the procedure. The union intends to take Ms. Mazor's grievance to arbitration. In this case, is the agency required to go to arbitration?

- A. Yes, the arbitrator will decide whether the grievance is covered by the NGP.
- B. No, both the union and management must agree before a grievance can go to arbitration.
- C. Yes, but the union must pay for it since the agency disputes the contention that the subject of the grievance is covered by the procedure.
- D. No, the issue must be decided by the US Court of Appeals.

Discussion: While the arbitrator's award is binding on both management and the union, the award may be appealed to the Federal Labor Relations Authority (FLRA), an administrative body established by law. The FLRA

- may determine the award is deficient because it is contrary to law, rule, or appropriate regulation;
- may take any action concerning the award it believes is necessary.

Questions: 15. Subsequent to the receipt of an arbitrator's award issued under the terms of a negotiated grievance procedure, you determine on behalf of your agency that the award violates a regulation issued by the Office of Personnel Management which is applicable to all agencies. What options do you have with regard to the award?

- A. The award can be appealed to the Office of Personnel Management since it contained a regulation of that agency.
- B. Since the award is binding on all parties, there are no options except to comply with the award immediately.
- C. The award can be appealed to the US Court of Appeals.
- D. The award can be appealed to the FLRA.

Section ANSWERS—EXERCISE 1

1. The negotiated grievance procedure must be used by the employee. Since the issue is grievable under the negotiated procedure, the employee does not have the option of using the agency grievance procedure.
The correct answer is "B."
2. The employee is not automatically entitled to a representative of his own choosing. He may represent himself or the union may represent him when filing a grievance under the negotiated procedure unless the union approves of another party representing the employee.
The correct answer is "C."
3. A supervisor is not a member of the bargaining unit and the negotiated grievance procedure would therefore not be applicable to him.
The correct answer is "A."
4. A negotiated grievance procedure cannot cover matters regarding the classification of an employee who was not reduced in grade or did not lose any pay. Therefore, the employee would have to file a classification appeal.
The correct answer is "A."
5. The proposal is contrary to the requirements of 5 U.S.C. Chapter 71 in that it would cover such topics as alleged Hatch Act violations and removal for reasons of national security which cannot be covered by the NGP.
The correct answer is "C."
6. The union's proposal is proper.
The correct answer is "C."
7. The law requires binding arbitration as the final step in all negotiated grievance procedures. Note, however, that the employee cannot refer a case to arbitration. This can be done only by the union or management. Also, once an employee has elected to use the applicable statutory procedure or the NGP, he cannot then invoke the procedure he did not initially elect to use.
The correct answer is "B."
8. When a subject is covered by the negotiated grievance procedure, that procedure is generally the only one that can be used. The employee could not elect to use the statutory procedure even if he wanted to.
The correct answer is "B."
9. The employee must use the NGP.
The correct answer is "B."
10. The scope of the NGP is negotiable. Since the parties elected to limit the scope of the NGP in this instance, an employee will not be able to use the grievance procedure. Rather, the statutory procedure must be used because the NGP does not cover such matters.
The correct answer is "C."
11. In this case, the employee has a choice of filing a complaint under EEO procedures or a grievance under the NGP. Union permission is not required for the employee to use the grievance procedure.
The correct answer is "A."
12. Since the NGP does not extend to the removal of an employee, the employee must use the statutory procedure.
The correct answer is "C."
13. The provisions for payment of the arbitrator are negotiable. While such a provision is allowed, the agency is not obligated to agree to such a proposal.
The correct answer is "D."
14. The arbitrator will decide all questions of arbitrability. The agency must go to arbitration and present its case to the arbitrator who will decide which party is right on the question of arbitrability.
The correct answer is "A."
15. Since the award may be in violation of a regulation issued by the Office of Personnel Management, the award can be appealed to the FLRA. There are no other avenues of appeal.
The correct answer is "D."

Appendix D

EXERCISE 2—LABOR PRACTICES (ULP)

Section

Discussion:

5 U.S.C. 7116(a) states that it is an unfair labor practice for management

- to interfere with, restrain, or coerce employees in the exercise of rights under 5 U.S.C. Chapter 71;
- to encourage or discourage membership in a labor organization by discrimination in conditions of employment;
- to sponsor or control a labor organization;
- to discriminate against an employee for filing a complaint under 5 U.S.C. Chapter 71;
- to refuse to consult or bargain in good faith;
- to fail or refuse to cooperate in impasse procedures or decisions;
- to enforce a rule or regulation which conflicts with a collective bargaining agreement in effect before the rule or regulation; to otherwise fail or refuse to comply with any provision of 5 U.S.C. Chapter 71.

Questions:

1. Ted Chalk was an active union member prior to his promotion to a supervisory position. He is a former officer of the local that represents his employees and is still a union member. In the last internal union election, Chalk sent a memorandum to all employees supporting Colleen Hamilton in her campaign for the union presidency because the two of them worked well together when Chalk was a union officer. Hamilton won the election and her opponent filed a ULP charge against the agency. What would be the basis for the ULP allegation?

- A. There would not be any basis for it.
- B. Management was sponsoring, controlling, or otherwise assisting a labor organization.
- C. Management was refusing to consult as required by 5 U.S.C. Chapter 71.

2. Claire Schwartz is running for office in the local union. She wins by a small margin and her opponent subsequently filed a ULP charge against the agency for attempting to “sponsor or control” the union. The basis for the charge is that Ms. Schwartz has the authority to approve leave and assign work to several clerical employees and that she is therefore a supervisor. If it is determined that Ms. Schwartz performs supervisory duties, would the ULP charge be upheld?

- A. No, because she is not a supervisor.
- B. Yes, on the theory that an action by a member of management had the effect of sponsoring or controlling the union.
- C. No, unless it could be determined that other union members knew she was a supervisor and had therefore altered their votes.

3. In your position as the Assistant Commissioner for Administration, you decide to require all employees to sign in and out every time they arrive and leave the workplace. This action is necessary because some employees are cutting their workday short by as much as one hour and the usual disciplinary measures have not solved the problem. The contract with the union that represents employees does not address the problem and you decide to implement the change immediately without stirring up a lot of controversy by getting the union involved. What is the basis for an unfair labor practice charge in this case?

- A. There is no basis for a ULP.
- B. Discrimination against an employee for filing a complaint under 5 U.S.C. Chapter 71.
- C. Failure to consult or bargain in good faith.
- D. An attempt to sponsor, control, or otherwise assist a labor organization.

4. An employee under your supervision files an unfair labor practice charge against the agency. Three days after he files the charge, you issue a proposal to suspend the employee for five days. The employee then files a second ULP charge against the agency. What accusations would the employee probably make in filing the second ULP charge?

- A. Refusal to cooperate in impasse procedures.
- B. Coercion of an employee for exercising rights granted by 5 U.S.C. Chapter 71.
- C. Discrimination against an employee for filing a complaint under 5 U.S.C. Chapter 71.
- D. Both B and C.
- E. None of the above.

Discussion: 5 U.S.C. 7116(b) states that it is an unfair labor practice for a union

- to interfere with, restrain, or coerce employees with respect to union membership or nonmembership;
- to force management to interfere in an employee’s exercise of a right granted by 5 U.S.C. Chapter 71;
- to take action interfering with the work of employees;
- to discriminate in membership because of race, color, creed, national origin, sex, age, civil service status, political affiliation, marital status, or handicapping condition;
- to fail or refuse to cooperate in impasse procedures or decisions;

- to engage in or fail to prevent or stop a strike or work stoppage;
- to otherwise fail or refuse to comply with any provision of 5 U.S.C. Chapter 71.

Question: 5. A union has been certified as the exclusive representative in your agency. The union officers have been dissatisfied with the speed at which attempts to negotiate a new collective bargaining agreement have been progressing. This dissatisfaction has resulted in the union distributing literature to all bargaining unit employees urging the employees to strike to force management to agree with the union's contract demands. Subsequently there is a "sick-out" in several large offices in the agency in which virtually all employees in the offices call in sick on the same day. Does the agency have any grounds for filing an unfair labor practice charge against the union?

- A. No, because there is no evidence that the union has actually been responsible for a strike.
- B. Yes, for a refusal to negotiate with the agency.
- C. Yes, for calling or failing to prevent or stop a strike or a work stoppage.
- D. None of the above.

6. One of your employees comes into your office with an unfair labor practice charge he wishes to file. The employee is in the bargaining unit. He tells you the union would not allow him to use the negotiated grievance procedure because he is not a union member. Is the union correct in telling the employee he cannot use the negotiated procedure?

- A. Yes, since the union cannot afford to allow all bargaining unit employees to use the procedure regardless of whether they pay union dues.
- B. Yes, because the union has the right to determine which employees can use the procedure.
- C. No, because the union is interfering with an employee in the exercise of his rights assured by 5 U.S.C. Chapter 71.
- D. Yes, because an employee cannot file a ULP charge

Discussion: The ULP procedure and the NGP process are methods of resolving problems and complaints. There are several distinctions to be made between them.

- the ULP procedure is used to enforce the requirements of 5 U.S.C. Chapter 71;
- the NGP is used to enforce the terms of the collective bargaining agreement;
- a violation of the contract does not constitute an ULP unless it is a clear and patent breach of the contract or simultaneously violates a right guaranteed by 5 U.S.C. Chapter 71;
- when there is a basis for using either the ULP procedure or the NGP, only one of the procedures may be used;
- a ULP charge can be filed by a union, management, or individual employee.

Questions: 7. The collective bargaining agreement in your agency allows union stewards a "reasonable" amount of official time to perform representational duties. A steward under your supervision contends that he requires as much as 30 hours per week to perform his representational duties, but you have not allowed him to use more than 16 hours per week. The steward files an unfair labor practice charge against the agency. Is there a valid basis for the ULP?

- A. No, because the agency has not committed a clear and patent breach of the contract.
- B. Yes, because the definition of "reasonable" should be determined by the ULP procedure.
- C. Yes, because the agency has interfered with the right of the steward to represent bargaining unit employees.
- D. Yes, because the union always has the choice of using either the ULP procedure or the NGP.

8. The collective bargaining agreement requires that all vacancy announcements for certain positions be posted for 10 working days. The union has filed a grievance contending that one of the recent announcements was only posted for 5 working days. Your investigation has revealed that the union's allegation is true. Has the union properly used the NGP in this instance or should it have filed a ULP?

- A. No, because the agency has committed a clear and patent breach of contract and the union must use the ULP procedure.
- B. Yes, since the incident alleges a violation of the parties' collective bargaining agreement.
- C. Yes, although the union should have filed an ULP at the same time as the grievance in order to utilize all of its options at the same time.
- D. No, because the incident was a valid exercise of a management prerogative.

9. Jake Jones, one of your employees, sees you in the hallway and informs you that he has not yet decided if he is going to file a grievance against the agency under the negotiated procedure or an unfair labor practice charge against the agency. The basis for his complaint is that the contract requires all bargaining unit employees to be interviewed for a job for which they are found to be among the best qualified. Jones was found to be among the best qualified but he was not interviewed and he is unhappy. Does Jones have a choice of filing either a ULP charge or a grievance?

- A. No, because only the union and management have access to the ULP procedure—not individual employees.
- B. No, because Jones can only file a grievance with the permission of the union.
- C. Yes, but he will have to obtain the permission of the union to file the ULP charge.

D. Yes, because the contract is clear and the agency's action constitutes, on its face, a clear and patent breach of the agreement.

Section

ANSWERS—EXERCISE 2

1. The basis for the ULP charge would be that the action was an attempt by management to sponsor or control the labor organization in supporting a particular candidate for a union office. Whether the supervisor was a union member or not, he had an obligation to remain neutral and not become involved in the internal affairs of the union.

The correct answer is "B."

2. The unfair labor practice charge would be valid. The basis for the ULP would be that Schwartz's election constituted an attempt by management to sponsor or control the union. In this case, Claire Schwartz performs duties which are considered to be supervisory within the definition given in 5 U.S.C. Chapter 71 and she is therefore part of management.

The correct answer is "B."

3. The basis for the ULP in this instance would be that management failed to bargain with the union which represents employees as required by 5 U.S.C. Chapter 71. Management must negotiate with the exclusive representative of employees on changes made in personnel policies, practices and working conditions and a failure to do so will result in a finding that the agency has committed an unfair labor practice.

The correct answer is "C."

4. An employee filing an unfair labor practice charge under these circumstances could allege that he had been coerced in the exercise of his rights under 5 U.S.C. Chapter 71 and that he was the subject of discrimination for filing a complaint. The law does not preclude an employee from being disciplined for valid reasons once a ULP charge has been filed. It would have to be demonstrated that the employee was disciplined because he had filed a complaint under 5 U.S.C. Chapter 71.

The correct answer is "D."

5. Management would have grounds for filing an unfair labor practice charge against the union engaging in or failing to prevent or stop a strike or work stoppage.

The correct answer is "C."

6. The negotiated grievance procedure applies to all employees in the collective bargaining unit whether or not they are union members. Neither management nor the union can make an arbitrary determination that an employee cannot use the negotiated grievance procedure when he has the right to do so within the scope of the collective bargaining agreement. Also, while an employee has the same right to file a ULP charge as management or the union does, a particular action may be a valid grievance without constituting an unfair labor practice.

The correct answer is "C."

7. For a contract violation to constitute an unfair labor practice, there must be a clear and patent breach of the collective bargaining agreement. Since there is no definition of "reasonable" given, the issue must be resolved through the NGP rather than the ULP procedure. While the union may have a valid grievance, it does not have a valid ULP.

The correct answer is "A."

8. As a general rule, it is easier to substantiate allegations contained in a grievance than it is to substantiate ULP allegations. The reason for this is that a ULP based on a contract violation is valid only when the contract violation is so flagrant that it constitutes a patent breach of the agreement. These circumstances constitute a patent breach of the agreement since the contractual obligation has clearly been violated by management. In this case, therefore, the union would have a choice of filing either a ULP or a grievance because the agency did not comply with a clear requirement of the contract. The union has a choice of which procedure to use in this case but cannot use both procedures.

The correct answer is "B."

9. The ULP procedure is available to employees as well as unions and management. Jones does not need the permission of any other party to use the ULP procedure or the grievance procedure. Since the contract is clear on the point that bargaining unit employees must be interviewed when they are qualified for a job, Jones would have the option of filing either a ULP or a grievance.

The correct answer is "D."

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